UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSSEE
NASHVILLE DIVISION

BENJAMIN A. GOFF, Plaintiff, v. BROOK-HOLLOW CAPITAL, LLC and BROOK-HOLLOW FINANCIAL, LLC Defendants.	)	Case No. 3:12-0713 Judge Sharp Magistrate Judge Brown

DECLARATION OF BENJAMIN A. GOFF

1. I am over eighteen years of age, competent to testify in a legal proceeding and give this declaration of my own personal knowledge.

2. I am currently a resident of the state of Tennessee and have been so continuously for the past 21 years.

3. I was associated with Brook-Hollow Capital, LLC ("Brook-Hollow Capital") and Brook-Hollow Financial, LLC ("Brook-Hollow Financial") from December 2010 through January 2012.

4. I was first approached by Brian Michaels ("Michaels"), general counsel of Brook-Hollow Financial, about a business idea related to litigation financing in December 2010. I spoke with Michaels by telephone from Tennessee.

5. Subsequent to that call, I had a conference call with Michaels and Benjamin J. Etscheid ("Etscheid"), principal of Brook-Hollow Financial, to discuss their plans to start a litigation funding company. I also participated in that conference call from Tennessee.

Following that conference call, I began to work with Etscheid, Michaels, and others on a business plan for this venture and on fundraising.

6. Our business plan was to provide attorneys with an opportunity to defer attorney's fees through Brook-Hollow Financial and affiliates, while receiving money immediately in the form of a loan from a yet to be formed company, Brook-Hollow Capital.

7. Prior to the creation of Brook-Hollow Capital on or about April 26, 2011, I attended several conferences on behalf of Brook-Hollow Financial in order to gather business intelligence and present information about Brook-Hollow Capital. Etscheid represented on behalf of Brook-Hollow Financial that I would be compensated for my work and presentations at these conferences when Brook-Hollow Capital (or an equivalent) was actually formed.

8. I entered into an Executive Employment Agreement with Brook-Hollow Capital on or about May 1, 2011 (the "Employment Agreement"), with Etscheid signing on behalf of Brook-Hollow Capital. I signed the Employment Agreement in Tennessee and Teresa L. Goff witnessed my signature in Tennessee.

9. I received my compensation from Brook-Hollow Capital in Tennessee. To the best of my knowledge, all payroll taxes and reporting for my employment at Brook-Hollow Capital were done in Tennessee on a quarterly basis.

10. Under the terms of the Agreement, I held the titles of Chief Executive Officer and President of Brook-Hollow Capital until January 19, 2012, when I was informed that I was terminated without cause, effective immediately.

11. As President and CEO, I had sole responsibility for the operations of Brook-Hollow Capital. I was the only full time employee of Brook-Hollow Capital. All of Brook-Hollow Capital's operations were located in Tennessee.

12. My office as CEO and President of Brook-Hollow Capital was located in my home in Brentwood, Tennessee. I personally contracted for all necessary services, including credit bureau access, accounting, and contact management services. I paid for these services and all other expenses associated with my work for Brook-Hollow Capital and Brook-Hollow Financial with a credit card, the billing address for which was my home address in Brentwood, Tennessee. I was reimbursed for all such expenses by either Brook-Hollow Capital or Brook-Hollow Financial. From my home office, I hosted online video conferences with Brook-Hollow Capital and Brook-Hollow Financial personnel, and communicated extensively both internally and with potential customers and clients by telephone and email.

13. I marketed the products of both Brook-Hollow Capital and Brook-Hollow Financial together as a package to attorneys nationwide out of my home office.

14. I marketed the products of Brook-Hollow Capital and Brook-Hollow Financial to attorneys located in Tennessee both in one-on-one meetings and at conferences. I had marketing meetings with multiple Nashville attorneys, as well as calls with officers of the Tennessee Association for Justice, regarding the products of Brook-Hollow Financial and Brook-Hollow Capital. I kept Brook-Hollow Financial and Brook-Hollow Capital fully informed of my marketing activities in Tennessee, including providing reports at weekly marketing conference calls with personnel from Brook-Hollow Financial who were responsible for coordinating marketing for both entities. I was never instructed by anyone associated with Brook-Hollow Financial or Brook-Hollow Capital that I was not to market to Tennessee attorneys.

15. Both Brook-Hollow Financial and Brook-Hollow Capital intended to conduct business in Tennessee. Although Brook-Hollow Capital was not an Industrial Loan & Thrift in Tennessee during the time that I was employed there, Brook-Hollow Capital and Brook-Hollow

Financial were permitted to market their products in Tennessee and engage in some limited loan transactions. The decision was made, on my advice, that Brook-Hollow Capital should apply to be licensed as a Tennessee Industrial Loan & Thrift only after Tennessee customers were identified.

16. I was also responsible for underwriting, creating, and reviewing all credit packages for loans extended by Brook-Hollow Capital. Invoices for pulling credit bureaus through my membership with the National Association of Credit Management on behalf of Brook-Hollow Capital, which I submitted to Etscheid for reimbursement, reflect my home address in Brentwood, Tennessee, as Brook-Hollow Capital's business address.

17. Prior to my termination in January 2012, Brook-Hollow Financial and Brook-Hollow Capital completed one sale to an attorney located in Massachusetts. This sale included both a fee deferment product through Kenmare Assignment Company ("Kenmare"), for whom Brook-Hollow Financial acts as exclusive broker, and a corresponding loan from Brook-Hollow Capital. All operations functions including underwriting, invoicing and collection in regard to this loan were performed in Tennessee. Brook-Hollow Financial was paid a fee for this transaction by Kenmare.

18. Brook-Hollow Financial and Brook-Hollow Capital were managed as one company by Etscheid, Dan McCarthy ("McCarthy"), and the other officers and members of Brook-Hollow Financial. Brook-Hollow Financial is the managing partner and majority owner of Brook-Hollow Capital.

19. All fees and revenue generated by Brook-Hollow Capital and Brook-Hollow Financial were controlled by Etscheid and McCarthy. Etscheid and McCarthy structured the flow of revenue to be generated by Brook-Hollow Capital for their own personal benefit and the

benefit of Brook-Hollow Financial, and frequently moved funds between Brook-Hollow Capital, Brook-Hollow Financial and other related entities at will in order to cover payroll and other expenses. For example, while negotiating Brook-Hollow Capital loan origination fees with a prospective client, Etscheid and McCarthy drafted documents proposing that the prospective client pay the fees to Brook-Hollow Financial instead of Brook-Hollow Capital. In addition, the offering materials provided to Brook-Hollow Capital investors stated that Etscheid was to receive $12,500 from Brook-Hollow Capital because of his position at Brook-Hollow Financial.

20. The products of Brook-Hollow Capital and Brook-Hollow Financial were marketed together as a package, as directed by Brook-Hollow Financial, using the same marketing materials for both products. Brook-Hollow Capital did not have a separate marketing department and relied on Brook-Hollow Financial to coordinate marketing activities. Both Brook-Hollow Financial and Brook-Hollow Capital marketed their products to Tennessee attorneys, including at American Association for Justice conferences and Mass Torts Made Perfect.

21. In addition to relying on Brook-Hollow Financial employees for marketing coordination, individuals employed by Brook-Hollow Financial acted as Brook-Hollow Capital's Chief Financial Officer and legal counsel.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 20, 2012.

Benjamin A. Goff

Respectfully Submitted,

s/ Joseph Allen Kelly
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CERTIFICATE OF SERVICE

Pursuant to Local Rule 5.01, it is hereby certified that service of a true and correct copy of the foregoing has been made upon the following Filing Users through the Electronic Case Filing System on this the 20th day of August, 2012:

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